

DATED

30 SEPTEMBER

2011

ZURICH ASSURANCE LTD

- and -

SOUTHERN WATER SERVICES LIMITED

AGREEMENT

under Section
104 of the Water Industry Act 1991
relating to sewers at
Bognor Regis Retail Park
Shripney Road
Bognor Regis

SOUTHERN WATER SERVICES LIMITED
SOUTHERN HOUSE
YEOMAN ROAD
WORTHING
WEST SUSSEX
BN13 3NX

REF: JP 6/641
DOC No: S820a

THIS AGREEMENT is made the 30 SEPTEMBER 2011 day of
Two Thousand and Eleven

BETWEEN

1. "The Developer" ZURICH ASSURANCE LTD (Reg. Co. No 02456671) whose registered office is at UK Life Centre Station Road Swindon Wiltshire SN1 1EL acting by its Attorney THREADNEEDLE PROPERTY INVESTMENTS LIMITED (Reg. Co. No 01497014) whose registered office is at 60 St Mary Axe London EC3A 8JQ
2. "The Surety" The Developer
3. "The Undertaker" SOUTHERN WATER SERVICES LIMITED (Reg. Co. No. 2366670) whose registered office is at Southern House Yeoman Road Worthing West Sussex BN13 3NX

DEFINITIONS

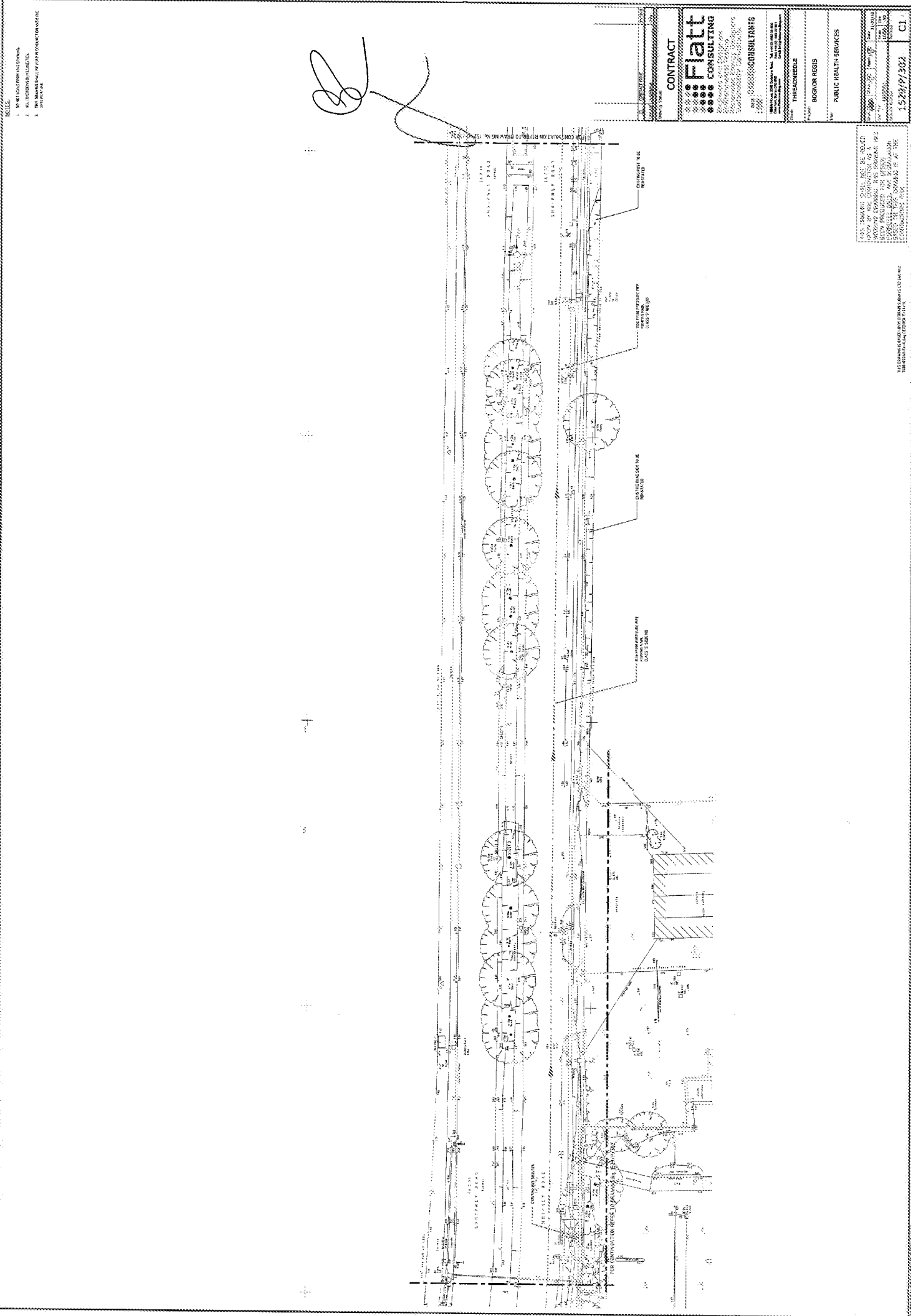
In this Agreement the following words or phrases shall have the following meanings :

- | | | |
|-----|--------------|--|
| 1.1 | Accessories | As defined in Section 219 of the Act |
| 1.2 | Act | The Water Industry Act 1991 including any statutory modification or re-enactment thereof |
| 1.3 | Cash Deposit | (Not applicable) |

- | | | |
|-----|-------------------|---|
| 1.4 | CDM | Construction (Design and Management) Regulations 2007 as amended or replaced |
| 1.5 | Day or Date | Any day except Saturdays Sundays Bank or other Public Holidays |
| 1.6 | Drawings | Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean those Drawings calculations and other design or working Drawings relating to the carrying out of the Works or any part or parts thereof held by the Undertaker under reference SWS-SUSXW-S104-000265 which are not annexed hereto |
| 1.7 | Estate Roads | Roads or proposed roads which are or are intended to be maintained at public expense |
| 1.8 | Final Certificate | A certificate issued under paragraph S.8.4 of the First Schedule by the Undertaker to the Developer confirming that :- |
- 1.8.1 the Works have been constructed in accordance with this Agreement; and

1.8.2 all defects notified to the Developer following final inspections by the Undertaker have been remedied to the Undertaker's satisfaction For the avoidance of doubt the issue of a Final Certificate does not vest the Works in the Undertaker and they remain the responsibility of the Developer until a Vesting Declaration (defined below) is issued

1.9	Financial Limit	Shall mean Thirteen Thousand Six Hundred and Twenty One Pounds (£13,621.00)
1.10	Green Land	The land situate at Bognor Regis Retail Park Shripney Road Bognor Regis and which is shown edged green on the attached Layout Plan or Plans
1.11	Inspection Fees	Three Thousand Four Hundred and Five Pounds (£3,405.00)
1.12	Lateral Drains or Public Lateral Drains	As defined in Sections 219 and 106(1A)(b) (i) of the Act
1.12 (i)	Layout Plan	The plan or plans attached to this Agreement which shows the layout of the Works and numbered 1529/P/301 Rev C1 1529/P/302 Rev and C2
1.13	Maintenance Period	The period from the date of issue of the Provisional Certificate until the Works are vested in the Undertaker
1.14	Period of Construction	12 weeks from the date of this Agreement
1.15	Provisional Certificate	The certificate issued under S.8.1 or S.8.3 of the First Schedule
1.16	Sewer or Sewers	As defined in Section 219 of the Act



1. IN SET OUTLINE DRAWING
2. ALL DIMENSIONS IN METERS
3. THE DRAWING SHALL BE FOR INFORMATION ONLY
4. THE DRAWING SHALL BE FOR INFORMATION ONLY

CONTRACT
Flatt CONSULTING

CONSULTANTS

1522/17/302

THE DRAWING IS A PART OF THE PROJECT AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE CONSULTANT.

THE DRAWING IS A PART OF THE PROJECT AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE CONSULTANT.

1.17	Site	Shall comprise the Green Land on under in or through which the Works are proposed to be executed
1.18	Specification	The Civil Engineering Specification (shown as Part 5 of the Sixth Edition of "Sewers for Adoption") (or in relation to health and safety matters or changes in relevant legislation only the corresponding Part of whichever Edition thereof is current if subsequent to the Sixth Edition) and any Appendices provided by the Undertaker
1.19	Vesting Declaration	A written declaration signed on behalf of the Undertaker vesting the Works in itself as public Sewers or Public Lateral Drains
1.20	Undertaker's Rights	All rights exercised by the Developer in relation to the construction use maintenance alteration repair and replacement of the Works together with discharges therefrom to any watercourse For the avoidance of doubt any covenants that the Developer is subject to shall have no effect on the Undertaker
1.21	Watercourse	A Watercourse as defined in Section 219 of the Act but also including a canal pond or lake
1.22	Works	Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean all those Works being Sewers Lateral Drains pumping stations and Accessories and shall include valve

chambers overflow chambers outfall
structures and (where appropriate)
balancing facilities as shown on the
Drawings and includes any part or parts of
the Works

1.23 Engineer Daniel Whitcher of Atkins Limited

INTERPRETATION

- 1.1 This Agreement is made under Section 104 of the Act
- 1.2 References to gender shall include either gender or a corporate identity and the singular shall include the plural
- 1.3 The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies to the interpretation of an Act of Parliament
- 1.4 If there is more than one person named as one of the parties then any covenants agreements liabilities or statements made by that party shall be deemed to be made by those persons jointly and severally
- 1.5 If there are no details shown against any one of the party definitions then this Agreement shall be interpreted as if there was no such party
- 1.7.1 The provisions of this Agreement are personal to the parties hereto save on the reconstruction or amalgamation of the Developer or
- 1.7.2 on the appointment of another person as Sewerage Undertaker for the area including the Site under the Act

- 1.8 This Agreement shall be governed in all respects by English Law

AGREEMENT

- 2 The provisions in the First and Second Schedule shall apply in respect of the Works and all other matters therein contained as though the same had been set out in full in this Agreement

- 2.1 In respect of any part of the Works to be constructed in the Green Land the Developer acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act

- 2.3 The Developer hereby confirms that the parts of the Site where the Works are to be constructed are in its ownership at the date of this Agreement

- 2.4 The Developer acknowledges that the Works during and after their construction and until the issue of the Vesting Declaration belong to the Developer

3. The Developer shall immediately upon completion of the Works (but without delaying whilst outfall connections to public Sewers or other Works are completed) forward to the Undertaker accurate 'as constructed' Drawings of the Works (including any agreed variations to the original Drawings)

4. No statutory or common law rights and powers of the Undertaker or the Developer shall be affected by this Agreement

5. Nothing in this Agreement is intended to confer on any third party (whether referred to herein by name class description or

otherwise) any benefit or right to enforce a provision contained in this Agreement

6. The Developer shall if requested supply to every purchaser of land to be drained by means of the Works a copy or summary of this Agreement
7. The Developer owns the freehold and so has sufficient interest in the Green Land to enable certain development in relation to the same including the construction of the Works to serve the said development
- 8.1 The Developer has sufficient rights in the Green Land to enable the Works to be carried out and to permit the use repair maintenance and discharge therefrom and into any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works
- 8.2 The Developer acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration
- 9 In the event of a conflict between this Agreement and the Sixth Edition of 'Sewers for Adoption' the provisions of this Agreement shall prevail and have effect

Executed by the parties hereto as a Deed but not delivered until the day and year first before written

FIRST SCHEDULE
(being provisions applicable to the Works)

Construction of Works

- S.1 If the Developer proceeds with the Works it shall at its own expense properly construct and complete them in accordance with the Drawings and the Specification (and which Drawings and Specification shall be deemed to be part of this Agreement) or as varied by virtue of the powers contained in S.2 of this Schedule and the statutory provisions for the time being relating to new Sewers and to the reasonable satisfaction of the Undertaker in the positions and to the extent shown within the Drawings and indicated by coloured lines and symbols as to foul and surface water sewers in accordance with Appendix VI of the said Sixth Edition of 'Sewers for Adoption'

Minor Variations

- S.2 The Developer shall not vary the Works nor make any additional connections not shown on the Drawings without first obtaining the Undertaker's written consent

Notification of Intended Commencement

- S.4 The Developer shall give the Undertaker at least five days' written notice of the date on which it intends to commence the Works and shall with such notice submit to the Undertaker for inspection such plans Drawings and other design or working Drawings not previously submitted to the Undertaker and which relate to the carrying out of the Works as the Undertaker may require and shall not commence construction until the Developer has completed this Agreement (unless otherwise agreed with the Undertaker) and supplied to the Undertaker a copy of the relevant form relating to the registration of the Site for CDM purposes

Period of Construction

- S.5 The Developer shall construct and complete the Works within the

Period of Construction and all parts of the Works including all outfalls and all connections to existing public Sewers shall be completed and in working order before any foul or surface water drainage is discharged from any building or property served by the Works PROVIDED ALWAYS that if the Developer shall fail to construct and complete the Works within the Period of Construction the Developer shall comply with any revised standards for any part of the Works which have been notified to the Developer in writing by the Undertaker

Building Over

- S.6 The Developer shall not build plant or place anything over or within 3 metres measured horizontally from the centreline of any Sewer or Lateral Drain which are to be included in the Vesting Declaration (or such other distance as may be reasonably specified by the Undertaker) without the written consent of the Undertaker PROVIDED THAT consent shall be deemed to be refused if consent is not given within ten days

Backfilling

- S.7.1 The Developer shall notify the Undertaker before covering up any part of the Works
- S.7.2 Upon receiving such notice the Undertaker shall if it thinks fit arrange with the Developer to inspect the Works
- S.7.3 If the Developer fails to give notice under S.7.1 or fails to comply with arrangements under S.7.2 it shall be liable for the full cost of reopening the Works even if the same are found to comply with this Agreement

- S.7.4 Provided notice is given as above if the Undertaker fails to comply with arrangements under S.7.2 (unless prevented from so doing because of circumstances beyond its control) the Developer may cover in the Works
- S.7.4.1 Without prejudice to S.7.1 to S.7.4 inclusive the Developer shall at any time if requested to do so by the Undertaker in writing open up the Works for inspection
- S.7.4.2 If the Developer fails to comply with such request within any time limit specified by the Undertaker the Undertaker may open up the Works and then if any part of the Works are found not to comply with the terms of this Agreement the Developer shall repay to the Undertaker on demand all costs the Undertaker incurs in opening up and re-covering the Works but in any other case and provided due notice has been given the costs of opening up the Works shall be borne by the Undertaker
- S.7.5 For the avoidance of doubt the provisions of S.10 (relating to access to the Works) are to be read in conjunction with this paragraph

Provisional and Final Certificates

- S.8.1 When the Undertaker is of the opinion that the Works have been completed (including all outstanding remedial works) it shall issue a certificate to the Developer to that effect
- S.8.2 The Works shall be deemed completed when:
- S.8.2.1 they have been constructed in accordance with this Agreement;
and

- S.8.2.2 all necessary connections or other things have been made or done whereby such occupied premises may be properly drained; and
- S.8.2.3 the Developer has supplied to the Undertaker:
- (a) two full sets of 'as constructed' Drawings and sections showing the completed Works and sewers by lines colours and symbols in accordance with Appendix VI of the Sixth Edition of 'Sewers for Adoption' and
 - (b) two sets (or more if requested) of operating instructions/maintenance manuals for any pumping station
- S.8.3 If requested by the Developer the Undertaker may at its discretion issue one or more certificates in respect of any substantial part or parts of the Works that have been completed to its satisfaction
- S.8.4 The Undertaker may issue a Provisional Certificate and/or a Final Certificate when it considers it appropriate or if requested to do so by the Developer
- S.8.5 The Undertaker may issue a Provisional Certificate subject to conditions which must be discharged before the Works are vested as public Sewers

Maintenance Period

- S.9 During the Maintenance Period the Developer shall at its own expense maintain repair and otherwise keep the Works in good working order and repair to the reasonable satisfaction of the Undertaker UNLESS the Undertaker shall declare that any required maintenance and/or repair is an emergency in which case the Developer shall carry out the said maintenance and/or

repair immediately

Access to the Works

- S.10 The Developer shall arrange for the Undertaker to have access to the Works and the Site at all reasonable times and in particular shall at its own cost provide all relevant plant equipment (including safety equipment) signing guarding lighting and personnel whilst the Undertaker is on the Site for the purpose of carrying out inspections under this Agreement

Undertaker's Right to Repair

- S.11 If at any time before the Works are vested in the Undertaker the Developer shall fail to construct and maintain the Works in accordance with this Agreement the Undertaker shall (as agent of the Developer) be entitled at its entire discretion to construct complete make good and maintain such part or parts of the Works as may be necessary in the opinion of the Undertaker after first giving not less than ten days notice in writing to the Developer (UNLESS the Undertaker declares that any required construction and/or maintenance is an emergency in which case the Undertaker may carry out the said construction and/or maintenance immediately) and the Surety of such intention and the Developer shall upon demand pay to the Undertaker the cost thereof including the necessary cost of the preparation and service of such notices and of necessary administration as certified by the Undertaker including professional fees and other expenses reasonably and properly incurred

Vesting Declaration

- S.12.1 The Undertaker shall (subject to the Developer complying with the terms of this Agreement and to the terms of the proviso

immediately below) vest the Works in the Undertaker and supply immediately to the Developer a Vesting Declaration in relation to vesting BUT the Undertaker shall not be required to vest the Works until the Developer has proved to the Undertaker that it owns or has sufficient rights in the Site to enable the making of valid declaration and the Undertaker is satisfied that:

- S.12.1.1 the Works have been constructed and completed in accordance with the Drawings and the Specification to its reasonable satisfaction and have been maintained by the Developer during the Maintenance Period and any defects arising or work required in connection with the Works during that period and prior to the date of the Vesting Declaration have been made good by the Developer to the reasonable satisfaction of the Undertaker AND THAT
- S.12.1.2 where any part of the Works is shown in the Drawings discharging to an existing public Sewer that part of the Works has been connected properly and directly and in the manner shown in the Drawings to a Sewer having the status of a public Sewer AND THAT
- S.12.1.3 the Developer has complied with all requirements of the Undertaker in pursuance of Clause 2 of the Agreement and S.19 and S.20 of this Schedule
- S.12.2 The Undertaker shall not be obliged to issue a Vesting Declaration while:
 - S.12.2.1 any dispute exists between the Developer and any third party concerning the Works; or
 - S.12.2.2 any connection remains whereby surface water or groundwater may enter a foul water Sewer or foul water or groundwater may

enter a surface water sewer

- S.12.3 In order that the Works may as soon as practicable be vested in the Undertaker:
- S.12.3.1 the Developer shall no later than ten months after the issue of the Provisional Certificate supply to the Undertaker the relevant section (relating to drainage) of the CDM Health and Safety File
- S.12.3.2 the Undertaker shall within fifteen days after any inspection of the Works made during the Maintenance Period advise the Developer in writing of any defects arising or work required in connection with the Works needing rectification or completion before the issue of the said Vesting Declaration provided however that:
- S.12.3.2.1 if the said plans and sections or records provided by virtue of S.8.2.4 do not adequately and accurately show the Works to the reasonable satisfaction of the Undertaker it may require the Developer to provide at the Developer's own cost corrected plans and sections or records (as the case may be);
- S.12.3.2.2 the Undertaker shall be under no duty to issue the Vesting Declaration until it is satisfied that the Developer has complied with S.12.3.1
- S.12.4 Notwithstanding the provisions of this Paragraph the Undertaker shall not be obliged to vest Sewers in itself until all intervening private Sewers which link the Works to the receiving public sewerage system are themselves public Sewers
- S.12.5 For the avoidance of doubt the provisions of this Schedule in relation to maintenance or repair of the Works whether by the Developer or otherwise shall apply until vesting in the same even

though vesting may be delayed by the preceding Sub-paragraph

No Duty to Developer

- S.13 Nothing in this Agreement shall imply any obligation on the part of the Undertaker to the Developer or to any other person to ensure that the Works or any part or parts of the same are properly constructed

Indemnity to Undertaker by Developer

- S.14 The Developer indemnifies the Undertaker against all actions costs claims and demands which may be made against them jointly or separately in connection with the construction and completion of the Works and those matters referred to in Clauses 2 and 9 and Paragraph S.20.1.1 of the First Schedule of this Agreement provided that the said actions costs claims or demands shall have arisen not later than the vesting of the Works in the Undertaker unless those actions costs claims or demands relate to the ownership of the Site

Bankruptcy etc of Developer

- S.15 If the Developer shall fail to perform any of the conditions contained in this Agreement to be performed or observed by the Developer or shall be adjudicated bankrupt or shall go into receivership or liquidation voluntarily or otherwise or shall execute a deed of assignment or arrangement for the benefit of or otherwise compound with its creditors (except for the purpose of re-construction or amalgamation) the Undertaker may without prejudice to its other Rights remedies and powers against the Developer for such non-performance or non-observance by notice in writing to the Developer and Surety terminate this Agreement

and upon such notice being served this Agreement shall immediately terminate but without prejudice however to the obligations of the Surety to the Undertaker under S.16 of this Schedule and of the Developer to the Undertaker under S.19 and S.20 of this Schedule and of the rights of the Undertaker under S.11 of this Schedule

Obligation of Surety (where Party to the Agreement)

- S.16.1 In consideration of the Undertaker entering into this Agreement with the Developer the Surety as a principal indemnifies the Undertaker in respect of any expenditure which the Undertaker may incur in accordance with this Agreement by reason of the failure of the Developer to observe or perform in full its obligations according to this Agreement whether or not this Agreement has been terminated or disclaimed but the obligations of the Surety shall in no circumstances exceed the Financial Limit to which the Surety and its successors and assigns under this Agreement now bind themselves to the Undertaker
- S.16.2 The amount of any such expenditure shall be that certified by the Undertaker whose decision shall be final
- S.16.3 The Surety shall be discharged or released from its obligations under this Paragraph when the Works are vested in the Undertaker and such parts of the Works in relation to which the Undertaker requires a transfer of land together with the rights referred to in S.20 of this Schedule shall have been transferred or granted to the Undertaker but the Surety shall not be discharged or released from such obligations by any determination or disclaimer of this Agreement or by any arrangement between the Developer and the Undertaker or by any alteration in the obligations of the Developer or by the execution of any amended

extra or substituted Works authorised by virtue of S.2 of this Schedule or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety

Arbitration

- S.17 In the event of any dispute or difference arising from the construction of the Works or application of this Agreement (the distance or distances specified in S.6 of this Schedule and the decision of the Undertaker in S.8.3 of this Schedule excepted) the same may be referred for determination to a person to be agreed between the parties hereto (or failing such agreement within ten days to be appointed by the President for the time being of the Institution of Civil Engineers) the decision of the person so agreed or appointed to be binding on all the parties thereto

Notices

- S.18 Any notice to be served on or Drawings to be supplied or submitted to the Undertaker shall be delivered or posted to the Undertaker's registered office or other address as may be notified from time to time and any notices to be served on the Developer may be delivered or posted by pre-paid letter to its last known address (or being a limited company to its registered office or to its last known registered or head office) or place of business and any notice to be served on the Surety may be delivered at or posted to its registered or head office for the time being

Fees

- S.19.1 The Undertaker acknowledges receipt of the following sums:
- S.19.1.1 the cost of the preparation and completion of the Agreement and

appropriate copies thereof; and

S.19.1.2 the Inspection Fees being the fees incurred by the Undertaker for the technical examination and processing of the initial submission by the Developer of plans Drawings and other design or working Drawings whereby the Works are proposed to be constructed and for inspection by the Undertaker of the execution of the Works (which may include a survey by closed-circuit television (CCTV) and/or other internal survey methods)

S.19.2 The Developer shall on demand pay to the Undertaker:

S.19.2.1 any additional reasonable and proper fees arising from CCTV or other internal resurveys associated sewer cleansing and Site visits essential to recheck sub-standard work;

S.19.2.3 any reasonable and proper fees and disbursements pursuant to S.20 of this Schedule;

S.19.2.4 VAT upon any payments referred to in this Agreement if the same is properly payable thereon

Transfer of Land and Maintenance Arrangements and VAT

S.20.1 The Developer shall before the Works are vested in the Undertaker at the request of the Undertaker execute or secure the execution (at no cost to the Undertaker whether by way of consideration costs or disbursements whether such costs or disbursements be incurred by the Undertaker or by any other party) of:

S.20.1.1 a Transfer to the Undertaker transferring to the Undertaker (if so required by the Undertaker) the title absolute in the form of transfer annexed hereto

- S.20.1.2 adequate administrative arrangements agreed in writing by the Undertaker for the maintenance and permanence of any balancing facility which is not to be vested in the Undertaker
- S.20.2 The Undertaker hereby agrees to pay to the Developer an amount equal to any Value Added Tax ("VAT") to which the Developer becomes properly accountable by virtue of those Works to be vested in the Undertaker (if and insofar as such vesting is a 'supply' for VAT purposes) PROVIDED HOWEVER that the Developer shall have submitted to the Undertaker a VAT-only invoice in respect of the same and a copy of the Vesting Declaration issued to it by virtue of S.12

SECOND SCHEDULE

Sewers for Adoption Sixth Edition – the Sewerage Undertaker Addendum

SOUTHERN WATER SERVICES LIMITED ADDENDUM in relation to the
Pumping Station Specification

Executed as a deed by affixing the common seal)
of Threadneedle Property Investments Limited)
as attorney for ZURICH ASSURANCE LTD)
pursuant to a power of attorney dated or with)
effect from 1 January 2005 in the presence of:)

Authorised Signatory

Authorised Signatory



Executed as a Deed by affixing the Common)
Seal of SOUTHERN WATER SERVICES)
LIMITED in the presence of :-)

Company Secretary

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: WSX123667 and WSX259691
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: land at Bognor Regis Retail Park, Shripney Road, Bognor Regis The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Zurich Assurance Ltd <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2456671 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Southern Water Services Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2366670 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Southern House, Yeoman Road, Worthing, West Sussex BN13 3NX

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

8	The transferor transfers the property to the transferee
9	Consideration ☐ The transferor has received from the transferee for the property the following sum (in words and figures): ☒ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12 Additional provisions

Definitions

DEFINITIONS

The following definitions apply in this transfer:

"Plan"

means the plan attached to this transfer;

"Property"

means the land shown edged red on the Plan and known as land adjacent Bognor Regis Retail Park, Shripney Road, Bognor Regis being part of the land comprised in the title number(s) referred to above;

"Retained Land"

means all the land contained within the title numbers referred to above and not transferred to the Transferee by this Transfer.

"Sewers"

means any sewers pumping station or accessories thereto on over or under the Property.

"Works"

means the works as defined in the Agreement under section 104 of the Water Industry Act 1991 dated [] and made between the Transferor and the Transferor.

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Restrictive covenants by the transferor

Other

1. TRANSFER MADE "SUBJECT TO..."

The disposition effected by this transfer is made subject to and where applicable, with the benefit of the following matters:

- 1.1.1 the matters contained or referred to in the registers maintained by the Land Registry;
- 1.1.2 1.1.6 any unregistered interests which fall within any of the paragraphs of Schedule 3 of the Land Registration Act 2002 (when read together with paragraphs 7-13 of Schedule 12 of that Act).

2. EXCLUSION OF EASEMENTS ETC.

- 2.1 Section 62 of the Law of Property Act 1925 does not apply to this transfer so as to include any liberty, privilege, easement, right or advantage over the Retained Land.
- 2.2 The Transferee will not be or become entitled to any liberty, privilege, easement, right or advantage over the Retained Land except those (if any) which are expressly granted by this transfer.

- 2.3 The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Retained Land but such consent will not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.

3. GENERAL INDEMNITY COVENANT

The Transferee covenants on its own behalf and on behalf of its successors in title to observe and perform the matters contained or referred to in the registers maintained by the Land Registry of the Property so far as they affect the Property and are subsisting and capable of being enforced and to indemnify the Transferor and keep the Transferor indemnified against any liability, loss or expense arising from any future failure to observe and perform them.

4. TITLE GUARANTEES

- 4.1 The Transferor transfers the Property with full title guarantee, subject to the following modifications:
- 4.1.1 the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "and could not reasonably be expected to" in that section; and
- 4.1.2 the Transferor shall not be liable under any of the covenants set out in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

5. RIGHTS GRANTED

The Property is transferred together with the following rights:

5.1 Right of way

In common with the Transferor, its successors in title and assigns, those authorised by them and all others having similar rights, a right of way with or without vehicles, for all reasonable purposes connected with the use and enjoyment of the Property as a pumping station over the roadway shown for identification only coloured brown on the Plan, ~~subject, as a condition precedent, to the payment from time to time of a fair proportion of the expense of repairing, maintaining and renewing such roadway.~~

6. RESTRICTIVE COVENANTS

The Transferee covenants with the Transferor, with the intention that the burden of these covenants shall run with the Property and bind every part of it and that the benefit of them shall run with and be attached to every part of the Retained Land not to use the Property (or any part of it) nor allow it to be used other

7. POSITIVE COVENANTS

7.1 Transferee to construct and maintain a fence/wall

The Transferee shall keep the fence to be maintained by the Transferor along the boundary of the Property in good and substantial repair in perpetuity.

7.2 Transferee to procure direct covenant from future purchasers

The Transferee shall procure that any disposition of the Property (or any part of it) by it will include a covenant by the then transferee with the Transferor and its successors in title to comply with the covenants in **clause 7.1** and a covenant in the terms of this clause.

8. INDEMNITIES

The Transferee and its successors in title shall indemnify and keep indemnified the Transferor and its successors in title and all other occupiers of the Retained Land against all costs, claims, losses, damage and liabilities arising from the use of the roadway shown coloured brown on the Plan or the Works by the Transferee, its successors in title and any other person authorised by them.

9. WALLS AND FENCES

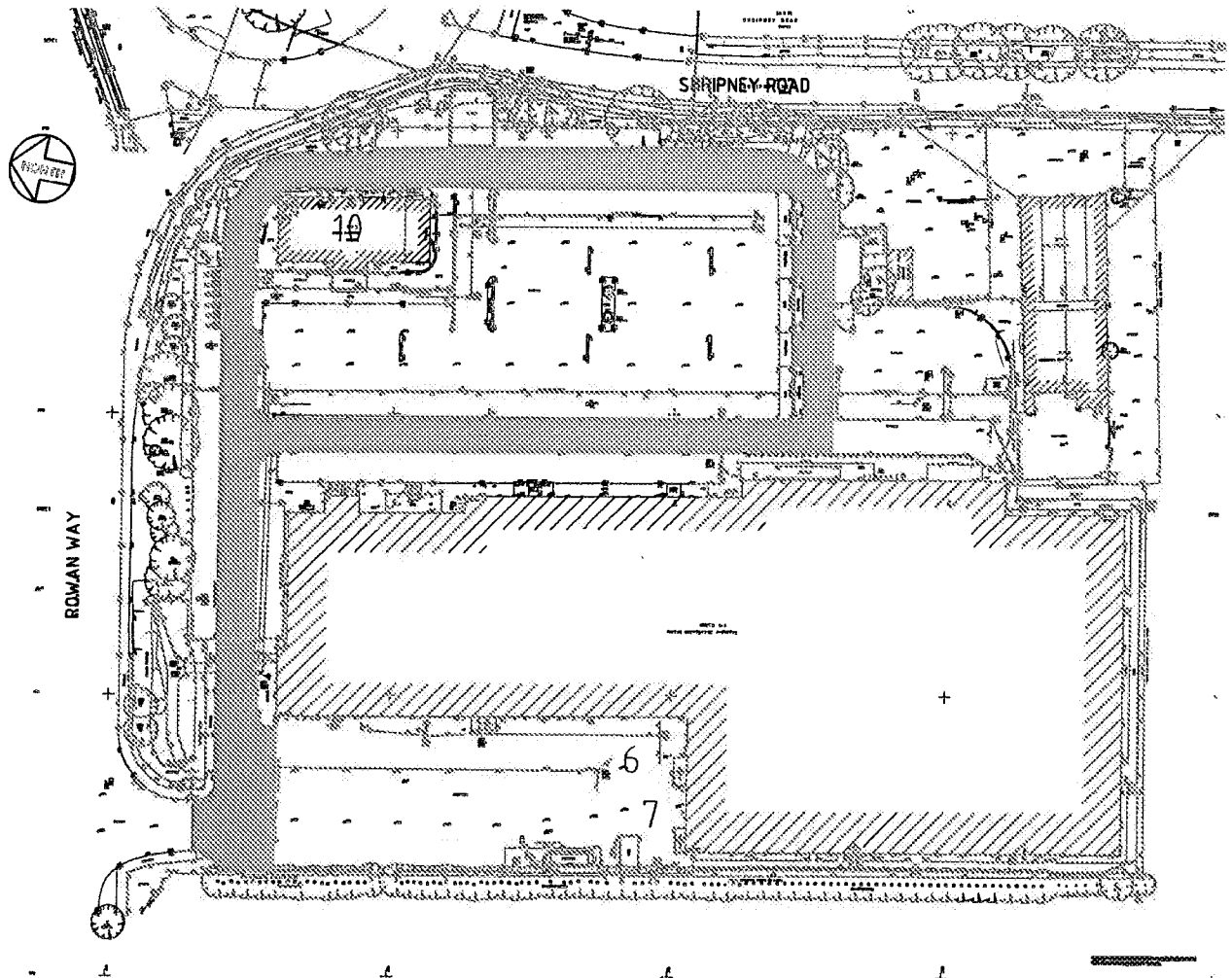
9.1 Party wall declaration

It is agreed that the boundary fences are party fences and shall be maintained and repaired accordingly.

10. DECLARATIONS

10.1 It is hereby agreed and declared that this Transfer of the Property shall not vest in the Transferee the Works until the same are subsequently vested in the Transferee.

10.2 The Transferor covenants with the Transferee that until such time as the Sewers are vested in the Transferee pursuant to section 104 of the Water Industry Act 1991 it will indemnify the Transferee from and against all actions costs claims demands proceedings and expenses whatsoever in respect of the use and occupation of the Property or the presence of the Sewers.



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CONSULTING

Engineers and Designers
Environmental Testing
Renewable Energy Designers
Sustainability Consultants

Project	BOGNOR REGIS	Engr:		Chkd:	Appd:
Title	CONVEYANCING PLAN	Date	30/06/11	Scale	1:1250
					Size A4
Drawing No.					
CIBSE	CARBONCONSULTANTS	Hillside House, 204B Godstone Road, Tel: +44 (0) 1883 331630 Caterham, Surrey CR3 6RD Fax: +44 (0) 1883 331631 www.Flattconsulting.com Email: info@flattconsulting.com			
LOW					

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The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Executed as a deed by affixing the common seal of Threadneedle Property Investments Limited as attorney for ZURICH ASSURANCE LTD pursuant to a power of attorney dated or with effect from 1 January 2005 and in the presence of:

Authorised signatory

Authorised signatory

Signature of witness

Name (in BLOCK CAPITALS)

Address

Executed as a deed by affixing the common seal of SOUTHERN WATER SERVICES LIMITED in the presence of:

Common seal of company

Signature of Director

Signature of [Director][Secretary]

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.